

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**Solicitation Number: **BV5908**Due Date: **03/30/05 at 2:00 P.M.**

Date Sent: March 14, 2005

**Statewide Contract**

Goods and services to be

**STATEWIDE CONTRACT FOR FULL-COLOR COPIER, MF (COLOR SPEED: MINIMUM 31ppm)****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>  The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval  Douglas G. Richins, Director		Date	Contract Number

Vendor Name:

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STATE CONTRACT TO PROVIDE FULL-COLOR COPIER, MF EQUIPMENT, OEM MAINTENANCE AND OEM CONSUMABLE SUPPLIES THROUGHOUT THE ENTIRE STATE OF UTAH, PER THE ATTACHED SPECIFICATIONS.

**COLOR SPEED MINIMUM 31 PPM UP TO A MAXIMUM OF 39 PPM**

**Questions**

All questions must be submitted in writing to Brenda Veldevere via email at [bveldevere@utah.gov](mailto:bveldevere@utah.gov) . Questions are due by 5:00 p.m. on Friday, March 18, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

**THE FOLLOWING ATTACHMENTS ARE REQUIRED IN YOUR BID RESPONSE  
(in addition to any other items required in the specifications)  
OR YOUR BID MAY BE REJECTED.**

**ATTACHMENT B**

**ATTACHMENT C**

**ATTACHMENT D**

**ATTACHMENT E**

**ATTACHMENT F**

**ATTACHMENT G**

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit prices shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision 9 Nov 2004 - ITB Instructions)

**INVITATION TO BID  
STATE CONTRACT  
SOLICITATION # BV5908**

**COLOR SPEED MINIMUM 31 PPM UP TO A MAXIMUM OF 39 PPM**

**1. Purpose of Invitation to Bid (ITB)**

The State of Utah, Division of Purchasing is soliciting competitive bids through an Invitation to Bid (ITB) to secure multiple state contracts for the outright purchase of full-color copier, MF equipment, associated OEM maintenance and OEM consumable supplies throughout the entire State of Utah.

Higher education, cities and towns, public education, counties and special service districts will use the contracts that may result from this ITB if they meet their needs. All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A) attached.

State agencies with requirements that are not met by the contracts that may result from this ITB will meet their needs through the competitive solicitation process on an as-needed basis.

**2. Issuing Office and ITB Reference Number**

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # BV5908. This number must be referred to on all bids, correspondence and documentation relating to this ITB.

**3. Procurement/Contract Manager**

The Procurement/Contract Manager is:

Brenda Veldevere  
State of Utah  
Division of Purchasing  
State Office Building, Capitol Hill  
Room 3150  
Salt Lake City UT 84114-1061

[bveldevere@utah.gov](mailto:bveldevere@utah.gov)

Voice: (801) 538-3142  
Fax: (801) 538-3882

**4. Relevant Website**

The website for the State of Utah, Division of Purchasing, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is: [www.purchasing.utah.gov](http://www.purchasing.utah.gov). This site will also host the contract summary information and contractor price sheets for the contracts that may result from this ITB.

**5. Questions**

All questions must be submitted in writing to Brenda Veldevere via email at [bveldevere@utah.gov](mailto:bveldevere@utah.gov). Questions are due by 5:00 p.m. on Friday, March 18, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

**6. Changes or Modifications to Procurement**

Any changes or modifications to this solicitation will only be accomplished in a written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid based on any information other than that which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

**Any irregularities or lack of clarity in the ITB should be brought to the Procurement Managers attention (in writing via email) as soon as possible so that a corrective written addendum may be furnished to prospective bidders.**

**7. Cancellation of Solicitation**

This ITB may be canceled at any time when the State of Utah, Division of Purchasing determines such action to be in the best interest of the State of Utah.

**8. Governing Laws and Regulations**

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 3 for web address).

**9. Gratuities Policy**

The Utah Procurement Code prohibits any supplier or prospective supplier from giving or offering to give any gratuity, etc to anyone involved in the procurement or decision- making process. (63-56-73 Utah Code Annotated.)

**10. Right to Publish**

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to the release of any information that pertains to the potential work or activities covered by this procurement or the contracts. Failure to adhere to this requirement may result in disqualification of the vendor's bid or termination of the contract for cause.

**11. Restrictions on Communications**

From the issue date of this ITB until contractors are selected and the selection is announced by the Division of Purchasing, bidders are prohibited from communications with state employees, political subdivisions, city and county government, and public and higher education employees regarding this procurement except with the Procurement Manager and the Issuing Office identified in item 3. For violation of this provision, the State shall reserve the right to reject the violator's bid.

**12. Existing Black & White Digital Copier Contracts**

State digital copier contracts, which are in existence at the time the contracts are awarded as a result from this ITB, will remain "in-place".

**13. Historical Usage**

This is a brand new contract. There is no accurate historical usage to give bidders.

**14. Contract Term**

Full-color Copier, MF Equipment:

The contract term is two (2) years with a 6 month option to renew (if needed) for product availability during the rebid process.

The companion maintenance and OEM consumable supplies contract will run for five additional years from the last potential equipment installation date. For example, if the full-color copier, MF equipment contract renewal is opted for, the last potential equipment installation date would be September 2007, and the companion maintenance and OEM Consumable supplies contract term would then run through September 2012.

**15. Manufacturers Warranty**

The minimum manufacturers warranty period is 45 days from the "up-and running" installation date. The warranty is to be a full service warranty that includes all OEM parts, materials, all OEM consumable supplies (except for staples and paper) and labor.

**16. Minimum Order**

One item.

**17. Freight Terms of Sale F.O.B. Destination, Freight Prepaid**

Contractor shall ship all products F.O.B. destination, freight included in the product price. Please see Attachment A - Standard Contract Terms and Conditions for further information on freight terms.

**18. Price Guarantee**

All pricing (full-color copier, MF equipment, OEM supplies, OEM maintenance) must be guaranteed for 1 year. The State may consider any price increase thereafter if it is a direct price pass-through from the manufacturer and can never be more than the Consumer Price Index or 5% whichever is less. All price increase requests must be accompanied by official and sufficient supporting documentation from the manufacturer. Price increases are NOT an automatic increase and contractors automatically adding an increase without requesting and receiving written approval from the contract manager at the Division of Purchasing run the risk of having their contract canceled.

**19. Price Reductions**

The State will be given the immediate benefit of any decrease in the market, or allowable discount.

**20. Product Replacement**

At anytime during the life of the contract (either before or after the price guarantee period) if a model is discontinued the direct replacement model must be offered to the State at the same price or lower price as the discontinued model. All model replacements must be direct model replacements with supporting documentation from the manufacturer that announces that the model currently on contract has been discontinued and names the direct replacement model. Replacement models must meet or exceed the discontinued models features and functions and all specifications required and remain within the same category as defined by the original solicitation.

If due to technological advances, the direct replacement model is so changed or advanced that it now falls into a different category than the original category of the discontinued model; the State at its sole discretion may accept the advanced direct replacement model. However, the new category replacement model must be offered to the State at the same price or lower price as the discontinued model. If the contractor is unable to honor the same price of the discontinued model, then the new category replacement model will not be allowed on the contract and the contractor will lose the original category.

**21. Trade-In Values**

Negotiated trade-ins are at the option of the contractor and the purchaser and will be accepted only by mutual agreement. Trade-in values are to be subtracted from the new full-color copier, MF purchase price. There will be no removal fees for trade-in equipment. Trade-in values are not a consideration in evaluating price. The availability of a trade-in program will not be a consideration in determining the contract awards.

**22. Product Brochures**

Bidders are required to provide product brochure for full-color copier, MF submitted. The product brochure needs to have all full-color copier, MF Equipment Minimum Specifications highlighted for easy evaluation. It is the bidder's responsibility to prove that the full-color copier, MF bid meets all the minimum technical specifications. Failure to comply with this requirement may result in your bid being rejected.

**23. Submitting your ITB**

One original and one identical copy of your ITB must be received at the State of Utah Division of Purchasing, Room 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. ITB's received after the deadline will be late and ineligible for consideration. ITB's will not be accepted via fax or by email.

**24. Buyers Laboratory Inc**

The fall 2004 issue of Buyer's Laboratory Inc. Multifunctional Specification Guide (or later edition if available at any time during the procurement process) will be used by the State as a reference guide for specifications clarification and definition if not otherwise specified or defined in this bid. The state reserves the right to verify information with other published sources as deemed necessary.

**25. Contract Awards**

Contract awards will go to the three (3) lowest responsible and responsive bidders based on the Total CPC and to all responsible and responsive bidders whose Total CPC is within 10% of the third lowest awarded vendor's total CPC.

**26. Multiple Awards**

State Agencies will be required to compare a minimum of three full-color copier, MF contractors and then make their purchasing determination based on a best value analysis taking in consideration their individual needs including, but not limited to, price, customer service, maintenance, delivery, etc. State Agencies must then complete the 63A-2-105 Copier Request Form and submit to Connie Housekeeper (with comparison documentation) for approval prior to ordering any full-color copier, MF from a contractor. Contractors will need to make sure that the Copier Request Form as been approved prior to selling a full-color copier, MF to a state agency.

**27. Mandatory Usage Report Requirement**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to [salesreports@utah.gov](mailto:salesreports@utah.gov).

After contract award, contractors will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

**Quarterly Report Submission**

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

**Quarter #1:** July 1 through September 30, due annually by October 30.

**Quarter #2:** October 1 through December 31, due annually by January 30.

**Quarter #3:** January 1 through March 31, due annually by April 30.

**Quarter #4:** April 1 through June 30, due annually by July 30.

**28. Bidder Requirements**

Failure to comply with these requirements may result in your bid being rejected.

- Bidders are to be a manufacturer or a manufacturer's authorized dealer.
- Dealers who submit a bid as a manufacturer's representative must supplement the bid with a letter from the manufacturer involved certifying that the bidder is a bona fide dealer for the specific product presented and the bidder is authorized to submit a bid on such product.
- Bidders are required to have a storefront somewhere in the State of Utah. The storefront must have been established 3 months prior to the bid due date and must be currently functioning as an authorized dealer of at least one manufacturer's line of copiers, and serving customers with copier equipment sales, OEM maintenance and OEM consumable supplies. Sales and service must originate from within the State of Utah.
- Bidders must have certified trained service technician(s) servicing each region listed below:

Region 1 – Box Elder, Cache, Rich, Weber, Morgan



Region 2 – Tooele, Davis, Salt Lake, Summit, Utah, Wasatch, Juab  
Region 3 – Duchesne, Uintah, Daggett  
Region 4 - Millard, San Pete, Sevier, Piute, Wayne  
Region 5 – Carbon, Emery, Grand, San Juan  
Region 6 – Beaver, Iron, Garfield, Kane, Washington

- Bidder must provide full-color copier, MF equipment sales, and associated OEM maintenance & OEM consumable supplies to the entire State of Utah. No exceptions. Bidders that are unable to provide sales and OEM maintenance to the entire State of Utah should not participate in this bid. Bidders that receive contracts and then are unable to provide sales and OEM maintenance to the entire State of Utah will have their contract canceled.

**29. Full-Color Copier, MF**

Models submitted must be brand new units and in current production. Used, discontinued, refurbished, rebuilt, reconditioned or newly remanufactured machines are not acceptable. Any model announced by the manufacturer as discontinued on or before the bid due date will not be considered. All equipment and equipment options and add-ons must be OEM. Bidders may only submit models that are available for sale at time of the ITB opening.

**30. Start-up Supplies**

All full-color copier, MF must be delivered with regular, full-size consumable supplies (**EXCLUDING PAPER**), which is included in the purchase price of the machine. "Less than full size" start-up kits are not acceptable.

**31. Maintenance And Supplies**

All maintenance will be performed by factory certified trained personnel. Equipment will be maintained to manufacturer's specifications.

Maintenance includes labor, toner, developer, OEM parts, photo-receptor (drum) or master units and all consumables except for staples and paper.

Contractor will do periodic or preventive maintenance as specified by the manufacture's guidelines. Contractor will perform an un-scheduled basic service and cleaning on all full-color copier, MF sold that have not received a service call within six months.

All consumable supplies provided will be OEM supplies.

**32. Service Response Time**

Service must be available between normal working hours of 8:00 am and 5:00 pm Monday - Friday, except normal holidays.

For Utah, Salt Lake, Davis, Weber, Cache, Summit and Wasatch counties

The contractor will adhere to a four (4) hour maximum response time on inoperable copiers and a six (6) hour maximum response time on operable service calls. (Copy quality problems may render a copier inoperable based on the customer's needs.)

Service response time on all other out lying regions and counties

Service is to respond within no more than eight (8) hours an all service calls.

Copier loaner

In the event that any copier requires more then two (2) days down time, the contractor will provide a loaner immediately upon request from the requesting agency.

The servicing vendor or technician will call the customer with in one-half hour upon receipt of the

service call giving the customer an estimated arrival time for service.

**33. Customers Request For Service Histories**

When requested, a complete and comprehensive service history printout will be provided by the contractor at no charge to the requesting state entity within five working days. This service history report will include: an outline of all service calls, response times, failures, copies between service calls and monthly copy volume.

**34. Copier Replacement And Problem Solving**

Copiers that show a trend of requiring an excessive number of service calls shall be reported by the using agency to the contractor and the Utah State Purchasing Office for review and possible replacement. Upon request, contractors are to provide service log reports to the Utah State Purchasing Office and/or end users. Such logs are to describe service and repairs for specific end user's machine(s) and are to be provided within five working days.

If the contractor feels that excessive services calls are the result of the use of competitively bid copier supplies (including paper), the contractor must submit detailed records to Utah State Purchasing Office substantiating that position.

If the contractor feels that excessive service calls are the result of operator or agency problems, their positions must be documented and supplied to the agency involved and Utah State Purchasing Office. The contractor is to provide additional training at no cost to the customer as deemed necessary to help alleviate future problems.

If the contractor feels that excessive service calls are the result of overuse beyond the recommended or allowable monthly volume for the equipment, the contractor must submit detailed records to the agency involved and the Utah State Purchasing Office substantiating that position.

In all cases of replacement, copiers will be like-for-like equipment, except when the contractor has substituted new models within this contract.

All defects, and indirect and consequential costs, of correcting, removing and/or replacing all of defective equipment or accessories, will be charged to the contractor.

**35. Available Service And Parts Guarantee**

Contractor is to guaranty available factory trained OEM service for five years from the date of purchase and OEM parts and supplies for seven years from the date of purchase.

**36. Full-Color Copier, MF Specifications and minimum requirements**

Please see Attachment G for specifications and minimum requirements.

**37. Contractor's responsibility**

The successful contractors will be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments only to the named contractor.

**38. Contractor's Scope of Equipment and Services**

The contractor may only fill contract orders from the scope of products and services that have been awarded and contracted for.

**39. Changes in Contractor's Representatives**

The State of Utah reserves the right to require a change in the contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting its need adequately.

40. **Demos**

Contractors must have their contracted model available for demonstration in the dealer's showroom as well as trial machines available for optional in house demonstration upon request. Trial models must be available for a reasonable trial period of not less than one full work- week, unless otherwise requested. Because some aspects of a desired level of copy quality can be subjective, an acceptable level of copy quality is to be judged by the user.

**Standard Contract Terms and Conditions**  
**State of Utah, Statewide Contracts**  
(Solicitations)

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

**3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

**7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**8. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

**11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

**12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated,

with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**13. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment;

however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card." All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

**37. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**38. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. Additional State Terms and Conditions; 3. Contractor Terms and Conditions.

**39. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/1/2005

# ATTACHMENT B PRICE BID SHEET

ESTIMATED USAGE IS:

BLACK & WHITE 25,000 COPIES PER MONTH

COLOR 5,000 COPIES PER MONTH

AWARD OF RESPONSIVE AND RESPONSIBLE BID WILL BE BASED ON THE FOLLOWING FORMULA:

$((\text{PURCHASE PRICE AS SPECED OUT} / 60) + (25,000 \times \text{B\&W CPC}) + (5,000 \times \text{COLOR CPC})) / 30,000 = \text{TOTAL CPC}$

Item#	Qty	Unit	Description	Unit Price
001	1	EA	<p>FULL-COLOR COPIER, MF, PER THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASE PRICE AS SPECED OUT INCLUDING DELIVERY, INSTALLATION, TRAINING AND NETWORK INTEGRATION.</p> <p>BRAND: _____ MODEL: _____</p>	\$
002	1	EA	<p>OEM MAINTENANCE AND OEM SUPPLIES, PER THE ATTACHED SPECIFICATIONS.</p> <p style="text-align: right;">COST PER COPY - BLACK &amp; WHITE</p> <p style="text-align: right;">COST PER COPY - COLOR</p>	<p>\$</p> <p>\$</p>

PRICE SHEET CONTINUED ON NEXT PAGE



## ATTACHMENT B PRICE BID SHEET CONT.

The specifications for this Full-Color Copier, MF includes features/functions that the bidder would normally consider optional features/functions. Therefore, when listing your options needed to meet the specifications, please indicate the value of the options so that agencies may subtract that cost if the option is not required.

<b>Must list options needed to meet the minimum specifications</b>	
OPTION	VALUE OF OPTION
NETWORK INTEGRATION <small>(SOME AGENCIES MAY NOT WANT THEIR COPIER CONNECTED TO THE NETWORK)</small>	\$
ADDITIONAL TRAINING	\$

<b>OTHER OPTIONS AVAILABLE</b>	
OPTION	VALUE OF OPTION

# ATTACHMENT C

## TRADE-IN PROGRAM OR POLICY

(Trade-in values are not a consideration in evaluating price. The availability of a trade-in program will not be a consideration in determining contract awards.)

\_\_\_\_\_ No trade-in program will be offered.

\_\_\_\_\_ Trade-ins will be negotiated on a case-by-case basis.

\_\_\_\_\_ Specific trade-in program or policy per the following information:

## RELOCATION FEES

(Relocation fees are not a consideration in evaluating price. The availability of a relocation program will not be a consideration in determining contract awards.)

Please detail your copier relocation fee structure, if applicable.

## NON-CONTRACTED OEM SERVICE AND SERVICE TRAINING

(Non-contracted OEM service and service training costs will not be a consideration in evaluating price. The availability of the items below will not be a consideration in determining contract awards.)

Please provide costs for the following:

1. After hour service charge:
2. Hourly rates beyond covered costs:
3. Service training costs for entities wanting to provide their own service:
4. Service training manuals:
5. Parts lists and pricing:

## **ATTACHMENT D**

**PROVIDE FULL ADDRESS OF STOREFRONT IN UTAH & TELEPHONE NUMBER**

# ATTACHMENT E

## CERTIFIED TRAINED SERVICE TECHNICIAN LOCATIONS

List all the technicians that work in each region.

REGION	COUNTIES IN THE REGION	TECHNICIANS NAME	PHYSICAL LOCATION FULL ADDRESS	PHONE NUMBER
REGION 1	BOX ELDER CACHE RICH WEBER MORGAN			
REGION 2	TOOELE DAVIS SALT LAKE SUMMIT UTAH WASATCH JUAB			
REGION 3	DUCHESNE UINTAH DAGGETT			
REGION 4	MILLARD SAN PETE SEVIER PIUTE WAYNE			
REGION 5	CARBON EMERY GRAND SAN JUAN			
REGION 6	BEAVER IRON GARFIELD KANE WASHINGTON			

# ATTACHMENT F

## BID SUMMARY TABLE ITB BV5908

All bidders are required to make 10 copies of this bid summary sheet as part of their response, whether choosing to attend the formal bid opening or not. The bid summary sheet of each bidder will be made available to those attending the formal bid opening.

COMPANY NAME: \_\_\_\_\_

MAKE & MODEL	PURCHASE PRICE	OEM MAINTENANCE AND OEM SUPPLIES  COST PER COPY - BLACK & WHITE	OEM MAINTENANCE AND OEM SUPPLIES  COST PER COPY - COLOR	TOTAL CPC

# ATTACHMENT G (BV5908)

## ESTIMATED COPIES PER MONTH

25,000 BLACK & WHITE

5,000 COLOR

BRAND: \_\_\_\_\_ MODEL: \_\_\_\_\_

### MINIMUM REQUIREMENTS & SPECIFICATIONS:

			Meets Specs	Doesn't Meet Specs
1	Technology	Full Color Laser or LED		
2	MultiCopy (Color/B/W)	Color: minimum of 31 ppm up to a maximum of 39 ppm Black & White: minimum 31 ppm +		
3	Paper Supply	Minimum 3 Paper Sources and a Bypass Tray		
4	Paper Capacity	Minimum 2500 Sheets		
5	Paper Weight	Minimum 17 lb. to 110 Index		
6	Output Size	5.5 X 8.5 / 11X17		
7	Control Panel	LCD Touch Panel		
8	Document Feeder	Must have Duplexing Automatic Document Feeder, must Scan at Color Rated Speed and handle a minimum of 35 Originals		
9	Original Size	Up to 11" X 17"		
10	Duplexing	Auto (1.2 2.2 2.1)		
11	Resolution (Scan/Print)	Must have the ability to scan at 600 X 600 DPI and a minimum Print Resolution of 600 X 600 X 8 Bit		
12	Color Mode	Automatic Color Detection: Color/Black & White		
13	Gradation	256		
14	Features	Auto Duplex, Auto Tray Switching, Book Copy, <b>Booklet Mode</b> , Electronic Pre-Collation, Multiple Up, Mixed Size Originals		
15	Finisher	Must Staple minimum 50 sheets of 17 lb. bond. Output Tray Capacity 1000 Sheets.		
16	Energy Star	Must be Energy Star Compliant		
17	Print Controller	Minimum 533 MHz Processor and Minimum 6 GB Hard Drive		
18	Network Interface and Protocol	Minimum 10/100 Bas TX Ethernet and Bi-directional Communication, 802.11b Compliant. Protocols: TCP/IP, IXP/SPX (Netware 3.X, 4.X, 5.X) Apple Talk, SMB (NetBeui, NetBios over TCP/IP)		
19	Print Drivers	PCL5e: Windows 95/98/Me/Nt4.0/2000/XP PS: Win 95/98/Me/NT4.0/2000/XP/MAC		

			Meets Specs	Doesn't Meet Specs
20	Image Management	Must manage and integrate documents. Must be able to scan and convert paper documents to digital and sent to a networked PC in a non proprietary format such as JPG, TIFF, PDF		
21	Desktop Scanning Software	Desktop scanning software must be able to combine, compose and edit different file types into a single document, ready for storage, retrieval and distribution. Software must also have OCR capabilities. Drop and Drag.		
22	Scan-to Capabilities	Must be able to Scan-to-E-mail and Scan-to-Network		
23	Training	Must provide training for a minimum of four users and system administrator		